

ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENNK, JR.
BENJAMIN F. CRANE
JOHN F. HUNT
GEORGE J. GILLESPIE, III
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
I. G. ORMSBY
J. L. SCHWARTZ
ARD J. HIEGEL
ISTINE BESHAR
ERT S. RIFKIND
ID BOIES
ID O. BROWNWOOD
UL M. DODY
CHARM M. ALLEN
OMAS R. BROME
OBERT D. JOFFE

ROBERT F. MULLEN
 ALLEN FINKELSON
 RONALD S. ROLFE
 JOSEPH R. SAHID
 PAUL C. SAUNDERS
 MARK A. SHELTON
 DOUGLAS D. BROADWATER
 ALAN C. STEPHENSON
 RICHARD L. HORN
 JOSEPH A. MULLINS
 MAX R. SHULMAN
 STUART W. GOLD
 JOHN W. WHITE
 JOHN E. BEERBOWER
 EVAN R. CHESLER
 PATRICIA GEORHEGAN
 D. COLLIER KIRKHAM
 MICHAEL L. SCHLER
 DANIEL P. CUNNINGHAM
 KRIS F. HEINZELMAN
 B. ROBBINS KIESZKA
 ROGER BLUMBERG
 PHILIP A. GELSTON
 RORY O. MILLSON
 NEIL P. WESTREICH
 FRANCIS P. BARRON
 RICHARD W. CLARY
 WILLIAM P. ROBERTS
 JAMES D. COOPER

512012 CHASE MANHATTAN PL
Filed & Recorded
NEW YORK, N. Y. 10005

RECORDATION NO

TELEPHONE
212 422-3000

RCA 233663
WUD 125547
WUI 820976
TRT 177149

ASSIGN CABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH, LONDON E. C. 2
2. RESIDENCE
LONDON EC2V 8BT, ENGLAND
TELEPHONE: 1-606-1421
TELEX: 8814901
RAPIFAX/INFOTEC:
1-606-1425

15120

Filed & Recorded

RECORDATION NO.

DEC 15 1986 4-15 PM

INTERSTATE COMMERCE COMMISSION

Burlington Northern Railroad Company
Electrical Power Purchase Financing
9-3/8% Conditional Sale Indebtedness
Due December 31, 2000

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Oakway, Inc., for filing and recordation counterparts of the following documents:

1. (a) Conditional Sale Agreement No. 2 dated as of November 15, 1986, between The Connecticut National Bank, as Trustee, and General Motors Corporation (Electro-Motive Division), as Builder; and

(b) Agreement and Assignment No. 2 dated as of November 15, 1986, between General Motors Corporation (Electro-Motive Division), as Builder, and The Connecticut Bank and Trust Company, National Association, as Agent.

2. (a) Lease of Railroad Equipment No. 2 dated as of November 15, 1986, between Oakway, Inc., as Lessee, and The Connecticut National Bank, as Trustee; and

(b) Assignment of Lease and Agreement No. 2 dated as of November 15, 1986, between The Connecticut National Bank, as Trustee, and The Connecticut Bank and Trust Company, National Association, as Agent.

on next page

can not page

-D
3. Bailment Agreement No. 2 dated as of November 15, 1986, between Oakway, Inc., as Bailor, and Burlington Northern Railroad Company, as Bailee.

-E
4. Assignment of Power Purchase Agreement No. 2 dated as of November 15, 1986, among Oakway, Inc., as Oakway, The Connecticut Bank and Trust Company, National Association, as Agent, and The Connecticut National Bank, as Trustee.

The names and address of the parties to the aforementioned agreements are as follows:

1. Agent:

The Connecticut Bank and Trust Company,
National Association
One Constitution Plaza
Hartford, Connecticut 06115

2. Trustee-Lessor:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

3. Builder-Vendor:

General Motors Corporation
(Electro-Motive Division)
LaGrange, Illinois 60525

4. Lessee-Bailor-Oakway:

Oakway, Inc.
45 Cardinal Drive
Westfield, New Jersey 07092

5. Bailee:

Burlington Northern Railroad Company
9401 Indian Creek Parkway
Overland Park, Kansas 66210-9136

Please file and record the documents referred to in this letter and index them under the names of the Agent, the Trustee-Lessor, the Builder-Vendor, the Lessee-Bailor-Oakway and the Bailee.

The equipment covered by the aforementioned documents is listed on Exhibit A attached hereto. The equipment bears the legend "Leased to Oakway, Inc. Subject to a Security Agreement Filed with The Interstate Commerce Commission".

There is also enclosed a check for \$40 payable to the Interstate Commerce Commission, representing the fee for recording the Conditional Sale Agreement No. 2 and related Agreement and Assignment No. 2 (together constituting one document), the Lease of Railroad Equipment No. 2 and related Assignment of Lease and Agreement No. 2 (together constituting one document), the Bailment Agreement No. 2 and the Assignment of Power Purchase Agreement No. 2.

Please stamp all counterparts of the enclosed documents with your official recording stamp. You will wish to retain one copy of the instruments for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich / cws

Laurance V. Goodrich

Noreta R. McGee, Secretary,
Interstate Commerce Commission,
Washington D.C. 20423

Encls.

ANNEX B
TO
CONDITIONAL SALE AGREEMENT

Type	Builder	Builder's Specifi- cations	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Estimated* Unit Base Price	Estimated* Total Base Price	Estimated Time and Place of Delivery
3,800 h.p. Model SD-60 diesel- electric locomotive	EMD	GM Loco- motive Specifica- tion 8128, Amendment 8128-3 as supplemen- ted by Final Specifica- tion Supplement dated 10/15/86	La Grange, Illinois	50	OWY 9000-9099**	\$1,282,977.16	\$64,148,858	October 1986, through January 1987, at Clyde, Illinois
For deliveries on or before 12/31/86								
For deliveries after 12/31/86								
						\$1,170,749.14	\$58,537,457	

* Includes prepaid freight and switching charges to Clyde, Illinois, estimated at \$250 per Unit.

** Units delivered and accepted hereunder will bear road numbers within the range indicated. When all deliveries have been completed the table will be amended to show the specific road number of each unit so delivered and accepted.

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

12/15/86

Laurance V. Goodrich
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/12/86 at 4:15pm , and assigned re-
recording number(s). 15120, 15120-A, 15120-B, 15120-C, 15120-D, 15120-E

Sincerely yours,

Norata R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

1 5120
RECORDATION NO.

Filed & Recorded

DEC 12 1986 4-1 5 PM [CS&M Ref. 2046-384]

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF POWER PURCHASE AGREEMENT
No. 2 dated as of November 15, 1986, among
OAKWAY, INC., a New Jersey Corporation
("Oakway"), THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION, as Agent
("Agent") under a Participation Agreement
No. 2 dated as of the date hereof ("Participa-
tion Agreement"), and THE CONNECTICUT NATIONAL
BANK, acting not in its individual capacity
but solely in its capacity as Trustee
("Trustee") under a Trust Agreement No. 2
("Trust Agreement") dated as of the date
hereof with CHEMICAL BANK, a New York banking
corporation ("Owner").

WHEREAS the Trustee is entering into a Conditional
Sale Agreement No. 2 dated as of the date hereof ("CSA")
with General Motors Corporation (Electro-Motive Division)
("EMD"), providing for the sale to the Trustee of 50 units
of railroad equipment ("Units") described in Annex B thereto
as are delivered to and accepted by the Trustee thereunder;

WHEREAS the Trustee and Oakway have entered into a
Lease of Railroad Equipment No. 2 dated as of the date
hereof ("Lease No. 2") providing for the leasing by the
Trustee to Oakway of the Units;

WHEREAS the Units will be made available by Oakway
to Burlington Northern Railroad Company, a Delaware corpora-
tion ("Power Purchaser"), pursuant to an Electrical Power
Purchase Agreement ("Electrical Power Agreement") dated as
of October 15, 1986, between Oakway and the Power Purchaser;

WHEREAS EMD has agreed to provide maintenance for
the Units pursuant to a Maintenance Agreement dated as of
October 15, 1986 (the "Maintenance Agreement") between
Oakway and EMD;

WHEREAS the term "Assignee" hereunder (i) shall
mean the Agent until the full discharge and satisfaction of
all sums and other obligations due to the Agent from the
Trustee under the CSA, and (ii) thereafter, shall mean
Trustee;

WHEREAS the transaction contemplated by Participa-
tion Agreement No. 2 is hereafter called "Transaction
No. 2";

WHEREAS the parties to Participation Agreement No. 2 are concurrently entering into amendments to documents to make them substantially similar to Participation Agreement No. 2 and its related documents to finance the purchase and lease of another 50 units of Equipment and, for convenience of reference, that transaction is hereafter called "Transaction No. 1";

WHEREAS in order to provide security for the obligations of the Trustee under the CSA and to provide security for the obligations of the Lessee to the Trustee under the Lease and as an inducement to the Agent to invest in the CSA Indebtedness (as defined in paragraph 4.3(b) of the CSA) and as an inducement to the Trustee to furnish a portion of the Purchase Price (as defined in paragraph 4.1 of the CSA) of the Equipment, Oakway agrees to assign for security purposes certain of its rights in, to and under the Power Purchase Agreement to the Assignee;

NOW, THEREFORE, in consideration of the premises and of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. Oakway hereby assigns, transfers and sets over unto the Assignee, as security as aforesaid, its Proportionate Share (as hereinafter defined) of all Oakway's right, title and interest, powers, privileges and other benefits under the Electrical Power Agreement, including, without limitation, the immediate right to receive and collect its Proportionate Share of all sums payable to or receivable by Oakway from the Power Purchaser under or pursuant to the provisions of the Electrical Power Agreement whether as payments, settlement payment, indemnity, liquidated damages or otherwise (such sums, other than the Excluded Indemnity defined below, being hereinafter called "Payments"), and the right to the extent of its proportionate share to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an event of default specified in the Electrical Power Agreement, and to do to the extent of its proportionate share any and all other things whatsoever which Oakway is or may become entitled to do under the Electrical Power Agreement; provided, however, that, notwithstanding the foregoing, Oakway, the Trustee and the Owner under Transaction No. 2 shall be entitled to any payments made under the Electrical Power Agreement constituting indemnity in favor of Oakway or measured by the indemnity obligations of Oakway under Lease No. 2 in favor of the Trustee or such Owner or included in

Section 2(b) of the Power Purchaser Consent No. 2 (as defined in Participation Agreement No. 2), which payments are excluded from this Assignment ("Excluded Indemnity"). In furtherance of the foregoing assignment, Oakway hereby irrevocably authorizes and empowers the Assignee in its own name, or in the name of its nominee, or in the name of Oakway or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which Oakway is or may become entitled under the Electrical Power Agreement and to enforce compliance by the Power Purchaser with all the terms and provisions thereof.

As used herein, the term "Proportionate Share" shall mean (i) with respect to Payments made under the Electrical Power Agreement for Power (as therein defined) and with respect to payments to be made to Oakway, the portion of such Payments as are represented by a fraction the numerator of which is the number of Units subject to Lease No. 2 and the denominator of which is the aggregate number of units subject to Lease No. 1 and Lease No. 2, (ii) with respect to Payments which are settlement payments, the portion of such Payments as are attributable to casualty occurrences under Transaction No. 2, (iii) with respect to Payments made with respect to indemnity, liquidated damages or otherwise, the portion thereof corresponding to the liability of the Lessee therefor arising under Transaction No. 2 and (iv) with respect to all other rights, titles and interests, power, privileges and other benefits under the Electrical Power Agreement, the portion thereof which is necessary and proper for the Assignee to exercise and enforce its rights under Transaction No. 2.

The Assignee agrees to accept any Payments made by the Power Purchaser for the account of Oakway pursuant to the Electrical Power Agreement with respect to Transaction No. 2. To the extent received, the Assignee will apply such payments on the same day "first", to satisfy the obligations then due (whether or not such obligations are non recourse) of the Trustee under the CSA (which satisfaction shall be deemed to satisfy, to the extent of such payments, the obligations of Oakway to the Trustee under Lease No. 2), and, so long as no event of default or event which with the lapse of time and/or demand provided for in the CSA could constitute an event of default thereunder, shall have occurred and be continuing, "second", to pay to the Owner an amount equal to each rental or Casualty Value payment payable under Lease No. 2 less the amount distributed in respect thereof under "first" (which payment shall likewise be deemed to satisfy, to the extent of such payment, the

obligations of Oakway to the Trustee under Lease No. 2), "third", to Oakway an amount equal to a Proportionate Share of \$45,328.90, but in the case of "third" only from regularly scheduled semi-annual payments under the Electrical Power Agreement or, in the case of a termination of the Electrical Power Agreement pursuant to Section 6(b), a Proportionate Share of an amount calculated as "net present value" thereunder, "fourth", to pay the invoices of EMD relating to Units in Transaction No. 2 submitted to the Assignee, as assignee of Oakway, pursuant to the Maintenance Agreement, "fifth", with respect to payments due on December 31, 1986, and June 30, 1987, any balance to the Power Purchaser, and, thereafter, any balance to Oakway. If the Agent shall on any date not receive sufficient payments under the Electrical Power Agreement to satisfy all the obligations then due under clause first of the next preceding sentence, the Agent shall notify the Trustee, such Owner and the Power Purchaser by telephone, confirmed in writing, at its address set forth in the Lease; provided, however, that the failure of the Agent so to notify the Trustee, the Owner and the Power Purchaser shall not affect the obligations of the Trustee under the CSA, except that the Assignee may not make a Declaration of Default (as defined in paragraph 16.1 of the CSA) based solely on an event of default under subparagraph (a) of said paragraph 16.1 arising solely by reason of the failure of the Power Purchaser to make any such payment which would not constitute an event of default under subparagraph (f) of said paragraph 16.1 if the Trustee complies with the provisions thereof, unless such event of default is not remedied within five days after notification is given as aforesaid.

2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify the liability of Oakway under the Electrical Power Agreement, it being agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of Oakway to the Power Purchaser shall be and remain enforceable by the Power Purchaser, its successors and assigns, against, and only against, Oakway or persons other than the Assignee, the Trustee or such Owner.

3. Oakway will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Electrical Power Agreement provides are to be performed by Oakway; without the written consent of the Assignee, Oakway will not anticipate the payments under the Electrical Power Agreement or waive, excuse, condone, forgive or in any manner release or discharge the Power

Purchaser thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Power Purchaser, including, without limitation, the obligation to make payments in the manner and at the time and place specified therein or enter into any agreement amending, modifying or terminating the Electrical Power Agreement and Oakway agrees that any amendment, modification or termination thereof without such consent shall be void.

4. Oakway does hereby constitute the Assignee Oakway's true and lawful attorney, irrevocably, with full power (in the name of Oakway, or otherwise), to ask, require, demand, receive, compound and give acquittance for its Proportionate Share of any and all Payments due and to become due under or arising out of the Electrical Power Agreement to which Oakway is or may become entitled, to enforce compliance by the Power Purchaser with all the terms and provisions of the Electrical Power Agreement, to endorse any checks or other instruments or orders in connection therewith and to file any claim or take any action or institute any proceedings which to the Assignee may seem to be necessary or advisable in the premises in respect of Transaction No. 2.

5. Upon the full discharge and satisfaction of all sums and other obligations due from the Trustee under the CSA and upon the full discharge and satisfaction of all sums and other obligations due from the Lessee under Lease No. 2, this Assignment and all rights herein assigned to the Assignee shall terminate, and all estate, right, title and interest of the Assignee in and to the Electrical Power Agreement shall revert to Oakway. Promptly following such full discharge and satisfaction, the Assignee agrees that it will advise Oakway and the Power Purchaser in writing that no further payments under the Electrical Power Agreement are to be made to the Assignee in respect of Transaction No. 2.

6. Oakway will, from time to time, execute, acknowledge and deliver any and all further instruments reasonably requested by the Assignee in order to confirm or further assure, the interest of the Assignee hereunder.

7. The Assignee may assign all or any of the rights assigned to it hereby or arising under the Electrical Power Agreement, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent assignee or assignees shall, to the extent of such assignment, enjoy all the

rights and privileges and be subject to all the obligations of the Assignee hereunder.

8. This Assignment shall be governed by the laws of the State of New York, but the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and the Uniform Commercial Code of New Jersey.

9. Oakway shall cause copies of all notices received in connection with the Electrical Power Agreement and all payments hereunder to be promptly delivered or made to the Assignee.

10. The Assignee hereby agrees with Oakway, the Trustee and the Owner, as third party beneficiaries, that the Assignee will not, while the Assignee is the Agent so long as no event of default ("event of default") under the CSA has occurred and is continuing or while the Assignee is the Trustee so long as no Event of Default ("Event of Default") under Lease No. 2 has occurred and is continuing, exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits which are assigned and transferred by Oakway to the Assignee by this Assignment, except the right to receive and apply the Payments as provided in paragraph 1 hereof, and that, subject to the terms of the Electrical Power Agreement, the CSA and Lease No. 2, Oakway may, so long as no event of default or Event of Default has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, its rights, powers, privileges, and remedies arising out of Section 16 of the Electrical Power Agreement; provided, however, that Oakway, the Trustee and such Owner each may, whether or not an event of default or an Event of Default has occurred and is then continuing, exercise or enforce, or seek to exercise and enforce, its rights, powers, privileges and remedies arising out of clause (1) of the first paragraph of Section 16 of the Electrical Power Agreement in respect of amounts payable under the Electrical Power Agreement measured by any Excluded Indemnity to which it is entitled; provided further, however, that Oakway, the Trustee and such Owner shall not, without the prior written consent of the Assignee, terminate the Electrical Power Agreement or otherwise exercise or enforce, or seek to exercise or enforce any rights, powers, privileges and remedies arising out of clause (2) of the first paragraph of Section 16 of the Electrical Power Agreement or take any action which would cause any termination of the Electrical Power Agreement.

This Assignment shall be effective upon delivery of fully executed counterparts hereof to Cravath, Swaine & Moore, at their offices in New York, New York.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

OAKWAY, INC.,

by


President

[Corporate Seal]

Attest:


Secretary

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
as Agent,

by

Authorized Officer

[Seal]

Attest:

Authorized Officer

This Assignment shall be effective upon delivery of fully executed counterparts hereof to Cravath, Swaine & Moore, at their offices in New York, New York.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

OAKWAY, INC.,

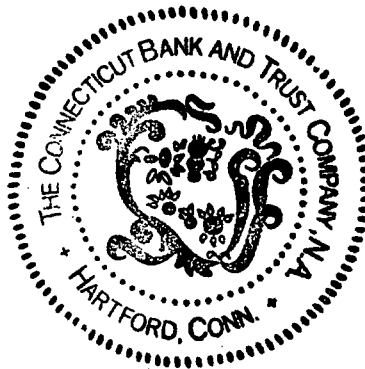
by

President

[Corporate Seal]

Attest:

Secretary



[Seal]

Attest:

Authorized Officer

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
as Agent,

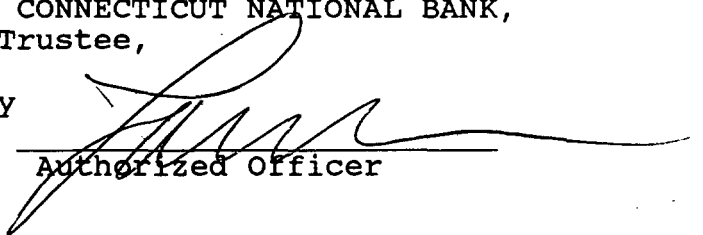
by

Authorized Officer



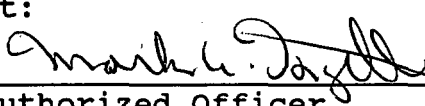
THE CONNECTICUT NATIONAL BANK,
as Trustee,

by


Authorized Officer

[Seal]

Attest:


Authorized Officer

STATE OF NEW JERSEY,)
) ss.:
COUNTY OF UNION,)

On this 8th day of December 1986, before me personally appeared R. C. Connolly to me personally known, who, being by me duly sworn, says that he is an Executive Vice President of OAKWAY, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Harold Blood
Notary Public

[Notarial Seal]

My Commission expires

MY COMMISSION EXPIRES
DECEMBER 15, 1987

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of December 1986, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the seal of said national association and that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW JERSEY,)
) ss.:
COUNTY OF UNION,)

On this day of December 1986, before me personally appeared to me personally known, who, being by me duly sworn, says that he is the President of OAKWAY, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of December 1986, before me personally appeared MASON M. LEMONT, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the seal of said national association and that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.



Notary Public

[Notarial Seal]

ROSEMARY BARRY
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1991

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this 8th day of December 1986, before me personally appeared LAURA CROWLEY, to me personally known, who, being by me duly sworn, says that she is an Authorized Officer of THE CONNECTICUT NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the seal of said national association and that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors and she acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

Susan C. Chadbourne
Notary Public

[Notarial Seal]

My Commission expires

SUSAN C. CHADBOURNE
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1990